

MARYLAND STATE DEPARTMENT OF HEALTH AND MENTAL HYGIENE
CONTRACTUAL EMPLOYEE AGREEMENT (DHMH 1242-2 Rev. 5/2/2012) PAGE 1 OF 5
(PAYMENT VIA SPECIAL PAYMENTS PAYROLL)

This agreement is made by and between the Department of Health and Mental Hygiene (Local Health Department, Institution, or Headquarters Administration) (hereinafter called "Department") _____ and _____ (hereinafter called "Employee"). The Contract Monitor for this agreement is (name) _____ (title) _____ (phone) _____.

1. Hiring and Duties

The Department does hereby hire the Employee indicated above to perform the temporary function of _____ (e.g. Social Worker, Clerk-Typist) at the _____ (Institution, County or Agency where the work is to be performed), at a salary rate of \$ _____ per hour/day, not to exceed a total of \$ _____, beginning _____ and terminating _____. The Employee's Social Security Number is _____ - _____ - _____. The Employee's duties shall include, but not be limited to the following:

during the following hours and/or days: _____

2. General Conditions

- A. The Employee shall be paid only for hours and days that he/she actually worked, with the exception of Jury Duty. The employee may receive the regular hourly rate of pay for jury service and only when the employee's jury service occurs on the employee's scheduled workday. An employee who receives a notice to appear for jury service shall notify the appointing authority without delay. If, after reporting for jury duty, the employee is dismissed for the day, the employee shall return to work if time permits. This payment will be prorated based on the employee's percentage of employment. An individual employed less than 50 percent of the workweek will not receive payment for jury service. The Appointing Authority shall maintain positive time reports of actual hours worked, and jury duty served.
- B. Any reimbursable travel expenses will be in accordance with existing standard travel regulations, providing for the same manner of payment and rates as for other employees.
- C. The Employee shall be covered by Workmen's Compensation and unemployment insurance, unless excluded by law, and standard deductions for State and Federal taxes to include Social Security

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will be made as required by law. Voluntary deductions are not permitted except Deferred Compensation, Savings Bonds and authorized Charitable Contributions such as United Way/CICHA. Any other fringe benefits are not permitted.

- D. Shift differential payments, if applicable, will be made in the same manner and at the same rates as for other employees. This shall not be included in the rate of pay, however, the cost will be included in the contract maximum.
- E. Overtime payments, if applicable, will be made in the same manner and at the same rates as for other State employees. This shall not be included in the rate of pay; however, the cost will be included in the contract maximum.
- F. If the Employee is subsequently appointed to a permanent position in State service, credit for service in the contractual position for determination of pay grade step, annual leave earnings, seniority rights, membership in the State's pension plan and the Employee's probationary status in the permanent position will be governed by the provisions of Title 13 of the State Personnel and Pensions Article and COMAR Title 17 in effect at the time of the appointment.
- G. **Contract amendments are not permitted. If a subsequent change to the terms of employment are necessary, this contract shall be terminated and a new contract shall be issued to reflect the new contract terms.**
- H. The provisions of this contract shall be governed by the laws of Maryland.
- I. If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance of the contract for any fiscal period of the contract succeeding the first fiscal period, the contract shall be automatically canceled as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; however, this will not affect either the Department's rights or the Employee's rights under any termination clause of the contract. The effect of termination of the contract will be to discharge both the Employee and the Department from future performance of the contract, but not from their obligations existing at the time of termination. The employee shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the services delivered under the contract. The Department shall notify

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the Employee within 90 days prior to the commencement of each fiscal period succeeding the first fiscal period, or as soon thereafter as the Department has knowledge that the funds are not available for the continuation of the contract for such succeeding fiscal periods.

- J. The Department will maintain and retain all records and other documents relating to this contract for a period of five (5) years from the date of final payment under the contract, and will make the documents available for inspection and audit by authorized State and/or Federal officials.
- K. The performance of work under this contract may be terminated by the Department in accordance with this clause in whole, or from time to time in part, whenever the Department shall determine that such termination is in the best interest of the State. The Department will pay all reasonable costs associated with this contract that the Employee has incurred up to the date of termination and all reasonable costs associated with termination of the contract. However, the Employee shall not be reimbursed for any anticipatory profits which have not been earned up to the date of termination. Two weeks advance notice of the contract termination will be provided by the Department, unless circumstances dictate that no notice be given.
- L. All records, documents, reports and other work papers and work products developed in the performance of this contract shall be the property of and available to the State for its use without payment of royalty or additional cost and shall not be the subject of an application for a copyright or patent by, or on behalf of, the contractual employee.
- M. The Employee, by signature on this contract, makes an affidavit that he has not been disqualified, and to the best of his/her knowledge is not subject to disqualification from entering into a contract with the State or any other subdivision of the State under Article 21, Section 3-405 of the Annotated Code of Maryland by virtue of a conviction of bribery, attempted bribery, or conspiracy to bribe under the laws of any State or Federal government involving the obtaining of contracts with the State, or any county or other subdivision of the State.
- N. The provisions of Section 2-302 of the State Personnel and Pensions Article and its requirements are hereby included in this contract, especially to the end that all personnel actions regarding this employment shall be made without regard to age; ancestry; color; creed; marital status; mental or physical ability; national origin; race; religious affiliation, belief or opinion; or sex, unless an

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action with regard to age, sex, or disability to the extent that age, sex, or physical or mental qualification is required by law or is a bona fide occupational qualification.

- O. If funds to support this contractual employment agreement are not appropriately identified in the budget of the Appointing Authority, the approval of the Department of Budget and Management may be necessary before the contract becomes effective.
- P. Contracts not meeting an approved exemption according to the State Personnel and Pensions Article, Title 13, Subtitle 3, Annotated Code of Maryland and Title 17 of COMAR will require the prior approval of the Department of Budget and Management, Office of Personnel Services and Benefits before the contract becomes effective.
- Q. Health Insurance is available to the Special Payments Payroll employee. It is the Employee's responsibility to contact the Contract Administrator for additional information regarding enrollment.
- R. It is the responsibility of the Employee to submit a completed and approved Special Payments Payroll Voucher by the due dates listed on the Special Payments Payroll Pay Schedule.
- S. _____ (*Employee's Initials*) By entering into this contract, the employee acknowledges his/her understanding that health care providers and other individuals who are excluded from participating in Medicare, Medicaid, or other Federal health care benefits programs may not contract with the Department to provide health care or other services that are reimbursed by Federal funds. The employee affirmatively declares that he/she has not been excluded from participating in Medicare, Medicaid or other Federal programs, and to the best of his/her knowledge is not at the time of executing of this contract subject to exclusion by the Department of Health and Human Services (DHHS). The employee agrees further that he/she will immediately notify the appointing authority if he/she is excluded or if any exclusion action is proposed to be taken against him/her by the DHHS.

The employee, if he/she is a health care provider, certifies that he/she is properly licensed or certified by the appropriate health regulatory body as set forth in Health - Occupations Article, Annotated Code of Maryland, and agrees to maintain such licensing or certification in good standing during the term of this contract.

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T. THE SIGNING OF THIS CONTRACT IS NOT INTENDED TO GUARANTEE EMPLOYMENT UNDER THE TERMS AS LISTED. THIS CONTRACT WILL BE SUBMITTED TO THE APPROPRIATE CONTROL AGENCIES FOR REVIEW AND APPROVAL. THE CONTRACT IS NOT EFFECTIVE UNTIL ALL APPROVALS ARE RECEIVED AND THE EMPLOYEE HEREIN NAMED HAS BEEN ADVISED VIA A COMMITMENT LETTER THAT EMPLOYMENT CAN BEGIN.

Employee's Signature

Appointing Authority's Signature

Name, Title

Name, Title

Date

Date

Original - Contracts Unit, OHR)
DHMH 1242-2 (Rev. 05/2/2012)

(Copies: Employing Unit, Employee)